

EXHIBIT A

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16 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

17 **COUNTY OF SAN FRANCISCO**

18 SARAH PAZDAN, an individual,
19
20 Plaintiff,

21 v.

22 PG&E CORPORATION;
23 PACIFIC GAS AND ELECTRIC
24 COMPANY; and
25 DOES 1 through 25, inclusive,
26 Defendants.

CASE NO.

COMPLAINT FOR DAMAGES

1. Hostile Work Environment Harassment in Violation of Gov. Code § 12940(j);
2. Discrimination Based on Sex in Violation of Gov. Code § 12940(a);
3. Failure to Prevent Discrimination and Harassment in Violation of Gov. Code § 12940(k);
4. Retaliation for Engaging in a Protected Activity in Violation of Gov. Code § 12940(h);
5. Retaliation for Engaging in a Protected Activity in Violation of Lab. Code § 1102.5;
6. Negligent Hiring, Supervision and/or Retention
7. Intentional Infliction of Emotional Distress
8. Negligent Infliction of Emotional Distress

DEMAND FOR JURY TRIAL

[UNLIMITED JURISDICTION]

COMES NOW Plaintiff, SARAH PAZDAN ("PAZDAN"), an individual, who is informed and believes, and thereon alleges as follows:

PARTIES

1. At all times mentioned herein, Plaintiff PAZDAN was an adult woman residing in the State of California. At all material times, PAZDAN was employed by Defendants PG&E CORPORATION and PACIFIC GAS AND ELECTRIC COMPANY (hereinafter collectively referred to as "PG&E DEFENDANTS"), and/or DOES 1 through 25, inclusive.

2. Plaintiff alleges that, at all times mentioned herein, Defendant PG&E CORPORATION was and is a California Corporation conducting business in the State of California, with its principal place of business in the County of San Francisco.

3. Plaintiff alleges that, at all times mentioned herein, Defendant PACIFIC GAS AND ELECTRIC COMPANY was and is a California Corporation conducting business in the State of California, with its principal place of business in the County of San Francisco.

4. PG&E DEFENDANTS are a natural gas and electric utility company which owns, operates, manages, and controls the Diablo Canyon Nuclear Power Plant ("Diablo Canyon") located in Avila Beach, California. At all material times, PG&E DEFENDANTS' headquarters were located in the County of San Francisco, State of California.

5. At the time of the events giving rise to this lawsuit, Susan Westcott ("Ms. Westcott") was employed by PG&E DEFENDANTS in a supervisory capacity at Diablo Canyon. Accordingly, PG&E DEFENDANTS and/or DOES 1 through 25, inclusive, had authority and/or control over PG&E Employee Ms. Westcott.

6. At the time of the events giving rise to this lawsuit, Mark Frauenheim ("Mr. Frauenheim") was employed by PG&E DEFENDANTS in a supervisory capacity at Diablo Canyon. Accordingly, PG&E DEFENDANTS and/or DOES 1 through 25, inclusive, had authority and/or control over PG&E Employee Mr. Frauenheim.

7. At the time of the events giving rise to this lawsuit, Anna Shatara ("Ms. Shatara") was employed by Defendants PG&E DEFENDANTS in a supervisory capacity at Diablo Canyon.

1 Accordingly, PG&E DEFENDANTS and/or DOES 1 through 25, inclusive, had authority and/or
2 control over PG&E Employee Ms. Shatara.

3 8. Plaintiff alleges that PG&E DEFENDANTS and/or DOES 1 through 25, inclusive,
4 at all relevant times herein mentioned, had knowledge of the actions of Ms. Shatara, Mr.
5 Frauenheim, and Ms. Westcott in relation to Plaintiff.

6 9. Plaintiff alleges that Defendants PG&E DEFENDANTS and/or DOES 1 through
7 25, inclusive, at all relevant times herein mentioned, controlled, directed, managed, operated,
8 and/or owned Plaintiff PAZDAN'S employing entity. At all relevant times, Defendants PG&E
9 DEFENDANTS and/or DOES 1 through 25, inclusive, had authority and/or control over
10 PAZDAN, as well as the ability to engage in tangible employment actions impacting her work
11 environment, including but not limited to hiring, firing, supervising, training, reassigning,
12 compensating, and investigating complaints.

13 10. Plaintiff alleges that Defendants PG&E DEFENDANTS and/or DOES 1 through
14 25, inclusive, are vicariously liable for the actions of their agents, employees partners, joint
15 ventures, and/or independent contractors.

16 11. Plaintiff alleges that, during the relevant times referenced herein, each named
17 Defendant and/or Defendant DOES 1 through 25, inclusive, was legally responsible in some
18 manner for the occurrences alleged and that the injuries as alleged herein were proximately and
19 legally caused by the acts and/or omissions of such Defendants.

20 12. Plaintiff further alleges that, during the relevant times referenced herein, each of
21 the Defendants sued herein was the agent, servant, employee, joint venture, partner, division,
22 owner, subsidiary, alias, assignee, and/or alter-ego of each of the remaining Defendants and was
23 acting within the purpose, scope, course, and authority of such agency, servitude, employment,
24 joint venture, partnership, division, ownership, subsidiary, alias, assignment, alter-ego, and with
25 the authority, consent, approval, and ratification of each remaining Defendant.

26 13. Plaintiff is ignorant of the true names or capacities, whether individual, corporate,
27 partnership, joint venture, or otherwise, of the Defendants sued herein under the fictitious names
28 DOES 1 through 25, inclusive. When the true names and capacities of Defendants DOES 1

1 through 25, inclusive, are ascertained, Plaintiff will seek leave to amend this complaint
2 accordingly.

3 14. Plaintiff alleges that all the corporate Defendants are, and at all times herein
4 mentioned were, corporations doing business in the State of California. Furthermore, all corporate
5 Defendants are, and at all times mentioned herein were, the alter-egos of each and every other
6 Defendant and there exists, and at all times herein mentioned has existed, a unity of interest and
7 ownership between said Defendants such that any separateness between them has ceased to exist in
8 that the Defendants have completely controlled, dominated, managed, and operated the corporate
9 Defendants and have intermingled the assets of each to suit their convenience. Further, the
10 corporate Defendants are, and at all times mentioned herein were, mere shells, instrumentalities,
11 and conduits through which Defendants carried out their business in the corporate name while
12 exercising complete control and dominance of the business such that individuality or separateness
13 did not exist.

14 15. At all times herein mentioned, each Defendant authorized and/or ratified the acts of
15 all employees, agents, servants, representatives, joint/ventures, and co-Defendants under their
16 supervision and/or control.

17 JURISDICTION AND VENUE

18
19 16. This Court is the proper court, and this action is properly filed in the County of San
20 Francisco, and this judicial district, because (a) PG&E DEFENDANTS and/or DOES 1 through
21 25, inclusive, base their operations in the County of San Francisco, State of California, and (b)
22 because the obligations and liabilities of all Defendants and/or DOES 1 through 25, inclusive,
23 arise therein.

24 17. Each of the wrongful acts and omissions alleged herein was performed by
25 Defendants, and each of them, in the State of California.

26 18. The amount in controversy exceeds the jurisdictional minimum of this Court.
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28

**PLAINTIFF PAZDAN HAS COMPLIED WITH ALL
ADMINISTRATIVE FILING PREREQUISITES**

19. On or about January 8, 2019, Plaintiff PAZDAN filed her Complaint against the PG&E DEFENDANTS and PG&E Employees Ms. Westcott, Mr. Frauenheim, and Ms. Shatara, with the California Department of Fair Employment and Housing ("DFEH") and received an immediate Notice of Right-to-Sue from the DFEH, which was served on Defendants. Plaintiff PAZDAN thus exhausted her filing prerequisites and administrative remedies under the Fair Employment and Housing Act ("FEHA"), California Government Code §§ 12900, *et seq.*

STATEMENT OF FACTS

A. Plaintiff, a Highly Motivated Young Woman Who Took on Ever Increasing Responsibilities, Was Initially Recognized for Her Efforts by the PG&E DEFENDANTS.

20. Plaintiff was hired by PG&E DEFENDANTS to work as an Administrative Assistant at its Diablo Canyon Nuclear Power Plant ("Diablo Canyon") in August of 2013. Diablo Canyon was and is a male-dominated work force comprised of approximately seventy percent male and thirty percent female employees. Of the female employees, nearly all are in purely administrative roles.

21. At the time of her hire, Plaintiff was tasked with supporting the entire Mechanical Maintenance organization. In November of 2013, only months after beginning her career with PG&E, Plaintiff was asked to take on the additional responsibilities of a retiring colleague by supporting the Instrument and Controls organization. Plaintiff accepted the new responsibilities without hesitation, despite the fact that there would be no change in pay or title.

22. After absorbing the responsibilities of her former colleague, Plaintiff supported the efforts of two organizations within PG&E, consisting of approximately 135 employees, and performed her new duties without difficulty.

23. Plaintiff additionally volunteered for leadership project opportunities at Diablo Canyon, including the design of a highly successful employee engagement and retention program

1 that received numerous accolades from senior leaders and management, in addition to being
2 featured in the Diablo Canyon site newsletter and the company-wide periodical.

3 24. In March of 2015, following the initial success of the employee engagement and
4 retention program, Plaintiff was offered a temporary rotational position with the title of Employee
5 Engagement Specialist. This was a newly created position was a cross-functional role that required
6 collaboration with the leaders of numerous organizations across Diablo Canyon.

7 25. In March of 2016, Plaintiff was quickly offered a permanent role as a Senior
8 Business Analyst for the Organizational Effectiveness and Strategy group based on the success of
9 the new cross-functional projects that she managed as part of the temporary rotation. Although
10 Plaintiff was keen to take on the new role, she was forced to decline the offer explaining that she
11 could not accept an increase in responsibilities at a lower base pay and without the ability to earn
12 overtime.

13 26. Because PG&E understood that Plaintiff was uniquely qualified for this new role,
14 Pierre Dube ("Mr. Dube"), the then Senior Manager of Organizational Effectiveness Group,
15 pursued negotiations with Plaintiff which resulted in PG&E offering Plaintiff the role with the
16 eligibility for overtime pay for certain tasks. Plaintiff accepted the amended offer and began her
17 new role as Senior Business Analyst in mid-April of 2015.

18 27. As anticipated, Plaintiff excelled in her new role receiving performance reviews
19 stating that Plaintiff "exceeds expectations" and earning a \$10,000 bonus award in recognition of
20 the value she brought to Diablo Canyon.

21
22 **B. Despite Her Outstanding Performance, and Despite Having Taken on Substantial**
23 **Additional Responsibilities, Plaintiff was Compensated Less than Nearly All of Her**
24 **Male Counterparts.**

25 28. Shortly after Plaintiff accepted the Senior Business Analyst role, PG&E hired Matt
26 Andrews ("Mr. Andrews") to join its Organizational Effectiveness team. Although Mr. Andrews
27 had significantly less experience in organizational effectiveness or employee engagement than
28 Plaintiff, he was given the title "Principal," a title several levels above Plaintiff's, and was
compensated with a base pay nearly \$50,000 per year more than Plaintiff. Because of her superior

1 knowledge regarding not only operations at Diablo Canyon but also the goals of the Organizational
2 Effectiveness team, Plaintiff was responsible for the onboarding of Mr. Andrews.

3 29. By September of 2017, Plaintiff was either leading or involved in so many of the
4 projects run by the Organizational Effectiveness group that Mr. Dube recommended Plaintiff for his
5 replacement as the Senior Manager of the Organizational Effectiveness and Strategy group upon his
6 retirement. At the time of making this recommendation, Plaintiff had the lowest ranking title, and
7 presumably pay, in her organization, despite being a leader with responsibilities exceeding most of
8 her primarily male counterparts.

9 30. Although a replacement for Mr. Dube was never named after he retired, Plaintiff
10 effectively took on the majority of his responsibilities. This meant that Plaintiff was again doing the
11 work of someone several titles her senior, without the commensurate title or pay.

12 31. In December of 2017 or January of 2018, Plaintiff's group began reporting to Bobby
13 Simpson ("Mr. Simpson"), a newly appointed manager with no prior experience with the
14 Organizational Effectiveness group. In February of 2018, Plaintiff met with Mr. Simpson for her
15 annual performance review. Despite telling Plaintiff, "I think you're doing a great job," Mr.
16 Simpson only gave Plaintiff a review of "meets expectations."

17 32. Given the tremendous responsibilities that Plaintiff had absorbed during her tenure at
18 PG&E and in the wake of Mr. Dube's retirement, Plaintiff was confounded by the mediocre review.
19 The review was additionally concerning to Plaintiff because her short-term incentive plan and bonus
20 structure was tied to this review.

21 33. When Plaintiff questioned Mr. Simpson about why she should receive a downgrade
22 in performance review, Mr. Simpson brushed Plaintiff off, falsely claiming that Plaintiff did not
23 have a performance review for the previous year in her file. Plaintiff later learned that her
24 performance ranking had been discussed at a leadership meeting in which her additional workload
25 and successes were recognized but were nevertheless ignored when it came to Plaintiff's
26 performance review.

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28 ///

1 34. Although Plaintiff knew she was being treated differently and much less favorably
2 than her largely male counterparts, she did not feel that she could challenge the review because
3 doing so would be viewed as “rocking the boat” and would turn her into a “problem employee.”

4 35. In March of 2018, Plaintiff was in continued conversations with Mr. Simpson
5 regarding her short-term incentive bonus plan and annual raise. It was around this time that Mr.
6 Simpson inadvertently included an attachment in an email to Plaintiff that listed the base salary,
7 bonus structure, and raises for each employee in her group. The attachment confirmed that Plaintiff
8 was one of the lowest paid members of her group and that she was paid significantly less than her
9 male counterparts with similar, or even fewer, responsibilities.

10
11 **C. Due to an Ever-Increasing Workload, Plaintiff Regularly Logged Overtime Hours**
12 **Which Were Approved on a Weekly Basis by Management.**

13 36. In early 2018, Plaintiff was tasked with working on a five-year business operating
14 plan for the Diablo Canyon site on a cross-functional team with the Director for Nuclear Business
15 and the Senior Manager of Communications. This project was flagged as a “top priority” by senior
16 management and required Plaintiff to log significant overtime, as this project was in addition to the
17 daily responsibilities under Plaintiff’s own role, the responsibilities she had absorbed upon Mr.
18 Dube’s retirement, and responsibilities associated with projects that she was running related to
19 outage support and culture evaluations for the Performance Monitoring Committee.

20 37. In March of 2018, Plaintiff was selected to participate in a site assessment for
21 Arizona Power & Electric Palo Verde Generation Station in Arizona because of her cross-functional
22 role working together with the Outage and Performance Monitoring groups. The site assessment
23 required Plaintiff to travel to Arizona from March 18 through March 23.

24 38. Although Plaintiff had originally booked her flight to leave for Arizona late Sunday
25 afternoon, a mandatory briefing scheduled for Sunday, March 18, 2018, required Plaintiff to re-
26 book her flight for earlier in the day in order to attend the briefing. Due to the weekend travel
27 required for this work trip, Plaintiff logged overtime hours, which was approved at the time her
28 compensation was negotiated.

1 39. Shortly after returning from the Palo Verde assessment, Plaintiff was tasked with
2 evaluating organizational and worker performance during an upcoming refueling outage at Diablo
3 Canyon. The intensive nature of the outage performance evaluations, in addition to Plaintiff's
4 regular workload, again required Plaintiff to put in significant overtime. All of Plaintiff's overtime
5 hours were logged, as was her regular practice since she began working at Diablo Canyon.
6 Additionally, all of Plaintiff's overtime hours were regularly reviewed and approved by
7 management, payroll finance *and* HR for accuracy. Significantly, no concerns were ever raised
8 regarding Plaintiff's overtime hours until her initial report of safety concerns and pay inequities at
9 Diablo Canyon.

10
11 **D. Plaintiff was Retaliated Against and Harassed for Reporting Safety Concerns at the**
12 **Diablo Canyon Nuclear Power Plant and for Raising Concerns About Her Unequal**
13 **Pay.**

14 40. Around mid-March of 2018, Plaintiff co-authored an initial report from her
15 employee evaluations which had been conducted during the refueling outage. In her report, Plaintiff
16 identified safety issues pertaining to the negative behavior of senior leadership personnel during
17 outages, which could "chill the work environment" and "deter employees from raising safety
18 concerns."

19 41. A number of employees that Plaintiff evaluated as part of the assessment went so far
20 as to call out their direct supervisor, Ms. Westcott, the Director of Organizational Effectiveness and
21 Learning Services, as the "queen of retaliation." Plaintiff included these safety-related issues in her
22 initial report.

23 42. Upon learning of Plaintiff's initial findings, and wanting to avoid the ramifications of
24 any safety-related issues coming to light in the operation of a nuclear power plant, senior managers,
25 PG&E employees Ms. Westcott and Mr. Fraunheim (Manager of Nuclear Performance
26 Improvement), immediately shut down the outage assessment.

27 43. Although the assessment would have allowed PG&E to better understand and
28 mitigate safety risks, Ms. Westcott and Mr. Fraunheim were determined not to allow this
information to get out. From accounts later provided to Plaintiff by colleagues at Diablo Canyon,

1 Ms. Westcott was particularly determined to learn who had reported the safety risks associated with
2 her "retaliatory" conduct.

3 44. In April of 2018, shortly after the outage assessment was shut down and the work
4 intensive site assessment at Palo Verde had been completed, Plaintiff learned that she would begin
5 reporting to Ms. Shatara in the Performance Improvement group, in lieu of Mr. Simpson. An initial
6 meeting was scheduled with Ms. Shatara to discuss Plaintiff's role and responsibilities, which took
7 place at the end of April 2018.

8 45. Feeling mounting pressure from her increasing workload and knowing that she was
9 significantly underpaid, Plaintiff raised the issue of unequal pay with Ms. Shatara by requesting a
10 meeting with her and their manager Mr. Frauenheim. Plaintiff additionally told Ms. Shatara about
11 the email attachment that she had inadvertently been sent by Mr. Simpson demonstrating that she
12 was not being compensated equally, to which Ms. Shatara coldly replied, "We'll take care of all
13 that."

14 46. Irate that Plaintiff would attempt to go over her head by seeking to involve their
15 manager, Mr. Frauenheim, in discussions about her unequal pay, PG&E employee Ms. Shatara took
16 no steps to schedule a meeting with PG&E employee Mr. Frauenheim.

17
18 **i. Plaintiff was Stripped of her Job Responsibilities and was**
19 **Micromanaged in Retaliation for Having Raised Safety Concerns and for**
20 **Seeking Equal Pay.**

21 47. Instead of responding to or addressing Plaintiff's concerns regarding equal pay for
22 equal work, PG&E employee Ms. Shatara unilaterally stripped Plaintiff of her cross-functional
23 responsibilities and instructed Plaintiff not to accept work assignments from other senior
24 management, which had been a regular part of her role for several years. This directive left Plaintiff
25 deeply concerned as she was in the midst of working on the five-year business operating plan for
26 which a significant amount of work had already been completed.

27 48. Over the next few weeks, PG&E employee Ms. Shatara began to aggressively
28 micromanage Plaintiff's work and whereabouts. Ms. Shatara also required Plaintiff to comply with
a different set of rules than her other direct reports, which included copying her on all emails sent

1 out and attending every meeting in which Plaintiff participated. Ms. Shatara additionally sent out
2 emails to senior leadership at Diablo Canyon stating that all communications with Plaintiff needed
3 to go through her. Despite Ms. Shatara's retaliatory directives, senior leadership continued to
4 engage with Plaintiff due to her critical role on several major projects.

5
6 **ii. Plaintiff was Harassed, Subjected to an Unfounded Investigation, and**
7 **Falsely Accused of Misstating her Work Hours, in Retaliation for Having**
8 **Raised Safety Concerns and for Seeking Equal Pay.**

9 49. On May 2, 2018, Plaintiff was called into a meeting with Greg Williams ("Mr.
10 Williams"), a Corporate Security Officer for PG&E. In this meeting, Plaintiff was grilled for over
11 an hour about Plaintiff's whereabouts on specific dates during the previous year. When Plaintiff
12 truthfully responded that she could not provide accurate responses without access to her calendar,
13 Mr. Williams accused her of not cooperating, warning her that "he could make [Plaintiff] look
14 really bad." Mr. Williams then informed Plaintiff that he would be conducting an investigation into
15 her conduct.

16 50. On May 4, 2018, Plaintiff's access authorization to Diablo Canyon was revoked and
17 she was asked not to return to work until further notice. Two weeks later, Plaintiff was asked to
18 attend a second meeting with Mr. Williams at an off-site facility. Stunned by the abrupt,
19 antagonistic, and unfounded investigation, Plaintiff requested to record the meeting. In order to
20 prevent Plaintiff from preserving the conversation, Mr. Williams refused. He then proceeded to
21 again accuse Plaintiff of misstating her hours worked, specifically highlighting two instances that
22 Plaintiff was easily able to explain.

23 51. The first instance involved Plaintiff's work trip to Arizona for the Palo Verde site
24 assessment. Mr. Williams asked Plaintiff why her time sheet indicated that she had left for the trip
25 on Sunday morning when her plane ticket was not booked until 4 p.m. Plaintiff truthfully explained
26 that while her original flight was scheduled for the afternoon, she re-booked onto an earlier flight
27 when she learned that she was required to attend a mandatory briefing earlier in the day.

28 52. Mr. Williams then asked why Plaintiff had failed to attend an assessment meeting on
Friday, April 20, 2018. Plaintiff explained that she had not only attended the meeting but had

1 presented at it to the entire group in attendance. Mr. Williams dismissed Plaintiff's explanations,
2 telling her that he did not believe her.

3
4 **iii. Plaintiff was Further Harassed by Being Questioned About a Decades**
5 **Old Traffic Ticket, and was Required to Provide her College**
6 **Transcripts, Five Years After Her Hire.**

7 53. Approximately two weeks later, Plaintiff was called to attend another off-site
8 meeting with Access and Badging. During this meeting, Plaintiff was again asked about non-work-
9 related topics, such as a traffic ticket that she had received ten years before she began working for
10 PG&E. Plaintiff was also asked to provide her college transcripts, which she submitted the
11 following day. When Plaintiff asked why PG&E required her transcripts, she was not provided any
12 response.

13 **E. Plaintiff Was Terminated in Retaliation for Blowing the Whistle on Safety**
14 **Concerns, and for Seeking Pay Equal to that of her Male Counterparts.**

15 54. At the end of June 2018, and while waiting to hear back from PG&E regarding her
16 access to Diablo Canyon, Plaintiff received a letter from the Pacific Service Employees and
17 Benefits Association regarding her alleged "resignation." Plaintiff was shocked as she had never
18 tendered her resignation. This alerted Plaintiff to the possibility that PG&E was preparing to
19 terminate her employment.

20 55. On June 30, 2018, Plaintiff wrote a letter to PG&E requesting a formal review of the
21 decision to revoke her access to Diablo Canyon and a copy of all documents related to the
22 "investigation" into Plaintiff's conduct. She also requested all of her personnel documents, which
23 were required to be provided under the Labor Code. Plaintiff subsequently followed up with several
24 letters requesting her personnel documents and information, which went unanswered. Moreover,
25 throughout this process, Plaintiff repeatedly provided PG&E with an updated mailing address,
26 which it failed to use.

27 56. Although Plaintiff never received an official termination letter from the PG&E
28 DEFENDANTS, they claim that she was terminated on July 5, 2018. A final paycheck was

1 purportedly mailed to Plaintiff on July 9, 2018; however, she did not receive it until several weeks
2 later. At no point in time have PG&E DEFENDANTS responded to Plaintiff's inquiries regarding
3 her employee file, the investigation into her conduct, or her termination.

4
5
6 **FIRST CAUSE OF ACTION**
7 **Hostile Work Environment Harassment in Violation of**
8 **Government Code § 12940(j)**
9 **(Against PG&E DEFENDANTS and DOES 1-25, inclusive)**

10 57. Plaintiff incorporates the allegations contained in the preceding paragraphs as though
11 fully set forth herein.

12 58. Pursuant to California Government Code § 12940(j), it is an unlawful employment
13 practice for an employer to allow a hostile or abusive work environment to exist by subjecting
14 employees to harassment based on protected characteristics such as sex.

15 59. At all times relevant to this Complaint, PG&E DEFENDANTS were covered
16 employers subject to the proscriptions of Government Code § 12940(j). (Gov. Code

17 60. § 12926(d).) Plaintiff PAZDAN was PG&E DEFENDANTS' employee.

18 61. As set forth in this Complaint, PG&E DEFENDANTS and PG&E employees Ms.
19 Westcott, Mr. Frauenheim, and Ms. Shatara, subjected Plaintiff to a hostile and/or abusive work
20 environment when Plaintiff was subjected to harassing conduct that was both severe and
21 pervasive.

22 62. Defendants subjected Plaintiff PAZDAN to a hostile and/or abusive work
23 environment because of her sex.

24 63. Plaintiff alleges that a reasonable person in her circumstances would have
25 considered the work environment to be hostile and/or abusive and that Plaintiff found her work
26 environment to be hostile and abusive.

27 64. At all relevant times, PG&E DEFENDANTS participated in and/or ratified the
28 harassing conduct of its agents, including Ms. Westcott, Mr. Frauenheim, Ms. Shatara, and other
PG&E employees. Because PG&E management participated in and condoned the conduct,
PG&E DEFENDANTS knew and/or should have known of the harassing conduct. It is further

1 alleged that, despite having such knowledge, PG&E DEFENDANTS failed to take immediate and
2 appropriate corrective action.

3 65. Plaintiff PAZDAN alleges that she was harmed by the harassing conduct and that
4 the harassing conduct described herein was a substantial factor in causing her harm.

5 66. Further, PG&E DEFENDANTS' participation in and ratification of the harassing
6 and discriminatory conduct was done with malice and/or reckless indifference to Plaintiff's rights
7 and well-being.

8 67. As a direct, proximate, and foreseeable result of the unlawful conduct of the PG&E
9 DEFENDANTS and DOES 1 through 25, inclusive, Plaintiff has lost past and future income and
10 benefits, employment and career opportunities, and other economic loss, the precise amount of
11 which will be proven at trial.

12 68. As a direct, proximate, and foreseeable result of the unlawful conduct of the PG&E
13 DEFENDANTS and DOES 1 through 25, inclusive, Plaintiff has incurred special and general
14 damages, the precise amount of which will be proven at trial.

15 69. As a direct, proximate, and foreseeable result of the unlawful conduct of the PG&E
16 DEFENDANTS and DOES 1 through 25, inclusive, Plaintiff has endured pain and suffering in
17 the form of great humiliation, embarrassment, anger, loss of enjoyment of life, and emotional
18 distress, the precise amount of which will be proven at trial.

19 70. As a direct, proximate, and foreseeable result of the malice and/or reckless
20 indifference of the PG&E DEFENDANTS, by and through their employees, and DOES 1 through
21 25, inclusive, toward Plaintiff's rights and well-being, Plaintiff has suffered great harm and
22 accordingly seeks punitive damages, the precise amount of which will be proven at trial.

23 71. As a direct, proximate, and foreseeable result of the conduct of the PG&E
24 DEFENDANTS, by and through their employees, and DOES 1 through 25, Plaintiff was forced to
25 retain an attorney in order to protect her rights. Accordingly, Plaintiff seeks the reasonable
26 attorneys' fees and costs incurred in this litigation in an amount according to proof at trial as
27 mandated under California Government Code § 12965(b).

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SECOND CAUSE OF ACTION

**Discrimination Based on Sex in Violation of Government Code § 12940(a)
(Against PG&E DEFENDANTS and DOES 1 through 25, inclusive)**

72. Plaintiff incorporates the allegations contained in the preceding paragraphs as though fully set forth herein.

73. Pursuant to California Government Code § 12940(a), it is an unlawful employment practice for an employer to treat an individual employee less favorably than another individual because of their protected status, and as set forth in this Complaint, because of their sex.

74. Plaintiff alleges that, at all relevant times, PG&E DEFENDANTS were covered employers whose agents were included within the meaning of employer. (Gov. Code

75. § 12926(d).) Plaintiff additionally alleges that she was employed by PG&E DEFENDANTS.

76. As set forth in this Complaint, PG&E DEFENDANTS and DOES 1 through 25, inclusive, wrongfully discriminated against Plaintiff when their conduct, taken as a whole, materially and adversely affected the terms, conditions, and privileges of her employment.

77. Further, the conduct of the PG&E DEFENDANTS and DOES 1 through 25, inclusive, impaired Plaintiff's job performance and her prospects for advancement or promotion.

78. Plaintiff alleges that her sex was a substantial motivating factor for the discriminatory conduct, that she was harmed by the discriminatory conduct, and that this conduct was a substantial factor in causing her harm.

79. Additionally, the participation in and ratification of discriminatory conduct by the PG&E DEFENDANTS and DOES 1 through 25, inclusive, was done with malice and/or reckless indifference to Plaintiff's rights and well-being.

80. As a direct, proximate, and foreseeable result of the unlawful conduct of the PG&E DEFENDANTS, by and through their employees, and DOES 1 through 25, inclusive, Plaintiff has lost past and future income and benefits, employment and career opportunities, and other economic loss, the precise amount of which will be proven at trial.

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1 81. As a direct, proximate, and foreseeable result of the unlawful conduct of the PG&E
2 DEFENDANTS and DOES 1 through 25, inclusive, Plaintiff has incurred special and general
3 damages, the precise amount of which will be proven at trial.

4 82. As a direct, proximate, and foreseeable result of the unlawful conduct of the PG&E
5 DEFENDANTS and DOES 1 through 25, inclusive, Plaintiff has endured pain and suffering in
6 the form of great humiliation, embarrassment, anger, loss of enjoyment of life, and emotional
7 distress, the precise amount of which will be proven at trial.

8 83. As a direct, proximate, and foreseeable result of the malice and/or reckless
9 indifference of the PG&E DEFENDANTS and DOES 1 through 25, inclusive, toward Plaintiff's
10 rights and well-being, Plaintiff has suffered great harm, and accordingly seeks punitive damages,
11 the precise amount of which will be proven at trial.

12 84. As a direct, proximate, and foreseeable result of the conduct of the PG&E
13 DEFENDANTS and DOES 1 through 25, inclusive, Plaintiff was forced to retain an attorney in
14 order to protect her rights. Accordingly, Plaintiff seeks the reasonable attorneys' fees and costs
15 incurred in this litigation in an amount according to proof at trial as mandated under California
16 Government Code § 12965(b).

17
18 **THIRD CAUSE OF ACTION**

19 **Failure to Prevent Discrimination, Harassment, and Retaliation**
20 **in Violation of Government Code § 12940(k)**
21 **(Against PG&E DEFENDANTS and DOES 1 through 25, inclusive)**

22 85. Plaintiff incorporates the allegations contained in the preceding paragraphs as
23 though fully set forth herein.

24 86. Pursuant to California Government Code § 12940(k), it is an unlawful employment
25 practice for an employer to fail to take reasonable steps to prevent discrimination, harassment,
26 and/or retaliation.

27 87. Plaintiff alleges that at all relevant times, PG&E DEFENDANTS was a covered
28 employer whose agents were included within the meaning of employer. (Gov. Code § 12926(d).)
Additionally, Plaintiff alleges that they were employed by PG&E DEFENDANTS.

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1 88. As set forth in this Complaint, Plaintiff was subjected to severe and pervasive
2 harassment, discrimination, and retaliation by PG&E employees Ms. Westcott, Mr. Frauenheim,
3 Ms. Shatara, and other employees, including senior management.

4 89. Despite having knowledge of the harassing, discriminatory, and retaliatory
5 conduct, PG&E DEFENDANTS failed to take all reasonable steps to prevent the harassment,
6 discrimination, and retaliation. Plaintiff further alleges that this failure to take reasonable steps
7 was done with malice and/or reckless indifference to Plaintiff's rights and well-being.

8 90. Plaintiff was harmed by the unlawful conduct of the PG&E DEFENDANTS and
9 DOES 1 through 25, inclusive, and the conduct of the PG&E DEFENDANTS and DOES 1
10 through 25, inclusive, was a substantial factor in causing her harm.

11 91. As a direct, proximate, and foreseeable result of the unlawful conduct of the PG&E
12 DEFENDANTS and DOES 1 through 25, inclusive, Plaintiff has lost past and future income and
13 benefits, employment and career opportunities, and other economic loss, the precise amount of
14 which will be proven at trial.

15 92. As a direct, proximate, and foreseeable result of the unlawful conduct of the PG&E
16 DEFENDANTS and DOES 1 through 25, inclusive, Plaintiff has incurred special and general
17 damages, the precise amount of which will be proven at trial.

18 93. As a direct, proximate, and foreseeable result of the unlawful conduct of the PG&E
19 DEFENDANTS and DOES 1 through 25, inclusive, Plaintiff has endured pain and suffering in
20 the form of great humiliation, embarrassment, anger, loss of enjoyment of life, and emotional
21 distress, the precise amount of which will be proven at trial.

22 94. As a direct, proximate, and foreseeable result of the malice and/or reckless
23 indifference of the PG&E DEFENDANTS and DOES 1 through 25, inclusive, toward Plaintiff's
24 rights and well-being, Plaintiff has suffered great harm and accordingly seeks punitive damages,
25 the precise amount of which will be proven at trial.

26 95. As a direct, proximate, and foreseeable result of the conduct of the PG&E
27 DEFENDANTS and DOES 1 through 25, inclusive, Plaintiff was forced to retain an attorney in
28 order to protect her rights. Accordingly, Plaintiff seeks the reasonable attorneys' fees and costs

1 incurred in this litigation in an amount according to proof at trial as mandated under California
2 Government Code § 12965(b).

3
4 **FOURTH CAUSE OF ACTION**
5 **Retaliation for Engaging in a Protected Activity in Violation of**
6 **Government Code § 12940(h)**
7 **(Against PG&E DEFENDANTS, and DOES 1 through 25, inclusive)**

8 96. Plaintiff incorporates the allegations contained in the preceding paragraphs as
9 though fully set forth herein.

10 97. Pursuant to California Government Code § 12940(h), it is unlawful for an
11 employer to retaliate against a person because that person has opposed, filed a complaint in,
12 testified in, or participated in, any proceeding relating to discrimination or harassment that the
13 person believes to be unlawful under this part.

14 98. Plaintiff alleges that, at all relevant times, PG&E DEFENDANTS were covered
15 employers whose agents were included within the meaning of employer. (Gov. Code § 12926(d).)
16 Additionally, Plaintiff alleges that she was employed by PG&E DEFENDANTS.

17 99. As set forth in this Complaint, Plaintiff was subjected to severe and pervasive
18 harassment, discrimination, and retaliation. In response, Plaintiff engaged in protected activity
19 under Government Code § 12940(h) when she objected to the discriminatory, gender-based pay
20 differential and when she brought safety concerns to the attention of the PG&E DEFENDANTS.

21 100. The request for equal pay and the report of safety issues made by Plaintiff was a
22 substantial motivating factor in the retaliatory conduct of the PG&E DEFENDANTS and DOES 1
23 through 25, inclusive, which, taken as a whole, materially and adversely affected the terms,
24 conditions, or privileges of her employment.

25 101. Plaintiff alleges that she was harmed and that the conduct of the PG&E
26 DEFENDANTS and DOES 1 through 25, inclusive, was a substantial factor in causing her harm.

27 102. As a direct, proximate, and foreseeable result of the unlawful conduct of the PG&E
28 DEFENDANTS and DOES 1 through 25, inclusive, Plaintiff has lost past and future income and
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1 benefits, employment and career opportunities, and other economic loss, the precise amount of
2 which will be proven at trial.

3 103. As a direct, proximate, and foreseeable result of the unlawful conduct of the PG&E
4 DEFENDANTS and DOES 1 through 25, inclusive, Plaintiff has incurred special and general
5 damages, the precise amount of which will be proven at trial.

6 104. As a direct, proximate, and foreseeable result of the unlawful conduct of the PG&E
7 DEFENDANTS and DOES 1 through 25, inclusive, Plaintiff has endured pain and suffering in
8 the form of great humiliation, embarrassment, anger, loss of enjoyment of life, and emotional
9 distress, the precise amount of which will be proven at trial.

10 105. As a direct, proximate, and foreseeable result of the malice and/or reckless
11 indifference of the PG&E DEFENDANTS and DOES 1 through 25, inclusive, toward Plaintiff's
12 rights and well-being, Plaintiff has suffered great harm and, accordingly, seeks punitive damages,
13 the precise amount of which will be proven at trial.

14 106. As a direct, proximate, and foreseeable result of the conduct of the PG&E
15 DEFENDANTS and DOES 1 through 25, inclusive, Plaintiff was forced to retain an attorney in
16 order to protect her rights. Accordingly, Plaintiff seeks the reasonable attorneys' fees and costs
17 incurred in this litigation in an amount according to proof at trial as mandated under California
18 Government Code § 12965(b).

19
20 **FIFTH CAUSE OF ACTION**

21 **Retaliation for Engaging in a Protected Activity in Violation of**

22 **Labor Code § 1102.5**

23 **(Against PG&E DEFENDANTS and DOES 1 through 25, inclusive)**

24 107. Plaintiff incorporates the allegations contained in the preceding paragraphs, as
25 though fully set forth herein.

26 108. At all relevant times, California Labor Code § 1102.5 was in effect and binding on
27 PG&E DEFENDANTS and DOES 1 through 25, inclusive. California Labor Code § 1102.5
28 prohibits employers and any persons acting on behalf of employers from discharging,
constructively discharging, retaliating, or discriminating in any manner against any employee who

1 has disclosed reasonably based suspicions of violations of state or federal statutes to a government
2 agency.

3 109. Here, Plaintiff reported safety concerns to PG&E DEFENDANTS with the
4 authority to investigate Plaintiff's claims.

5 110. Discrimination, harassment, and retaliation in the workplace are a violation of state
6 and/or federal statute, rule, or regulation.

7 111. Plaintiff alleges that her disclosures to PG&E DEFENDANTS were a substantial
8 motivating factor in the adverse retaliatory conduct of the PG&E DEFENDANTS and DOES 1
9 through 25, inclusive, towards her.

10 112. Additionally, Plaintiff alleges that she was harmed and that the conduct of the
11 PG&E DEFENDANTS and DOES 1 through 25, inclusive, was a substantial factor in causing her
12 harm.

13 113. As a direct, proximate, and foreseeable result of the unlawful conduct of the PG&E
14 DEFENDANTS and DOES 1 through 25, inclusive, Plaintiff has lost past and future income and
15 benefits, employment and career opportunities, and other economic loss, the precise amount of
16 which will be proven at trial.

17 114. As a direct, proximate, and foreseeable result of the unlawful conduct of the PG&E
18 DEFENDANTS and DOES 1 through 25, inclusive, Plaintiff has incurred special and general
19 damages, the precise amount of which will be proven at trial.

20 115. As a direct, proximate, and foreseeable result of the unlawful conduct of the PG&E
21 DEFENDANTS and DOES 1 through 25, inclusive, Plaintiff has endured pain and suffering in
22 the form of great humiliation, embarrassment, anger, loss of enjoyment of life, and emotional
23 distress, the precise amount of which will be proven at trial.

24 116. As a direct, proximate, and foreseeable result of the malice and/or reckless
25 indifference of the PG&E DEFENDANTS and DOES 1 through 25, inclusive toward Plaintiff's
26 rights and well-being, Plaintiff has suffered great harm and, accordingly, seeks punitive damages,
27 the precise amount of which will be proven at trial.

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SIXTH CAUSE OF ACTION
Negligent Hiring, Supervision and Retention
(Against PG&E DEFENDANTS and DOES 1 through 25, inclusive)

117. Plaintiff incorporates the allegations contained in the preceding paragraphs, as though fully set forth herein.

118. Plaintiff alleges that she was harmed by PG&E DEFENDANTS, by and through its employees Ms. Westcott, Mr. Frauenheim, Ms. Shatara, and PG&E DEFENDANTS and DOES 1 through 25, inclusive, are responsible for that harm because PG&E DEFENDANTS negligently hired, supervised, and/or retained Ms. Westcott, Mr. Frauenheim, Ms. Shatara.

119. Plaintiff alleges that PG&E DEFENDANTS hired PG&E Employees Ms. Westcott, Mr. Frauenheim, Ms. Shatara.

120. As set forth in this Complaint, PG&E Employees Ms. Westcott, Mr. Frauenheim, Ms. Shatara, were and/or became unfit to perform the work for which they were hired when they engaged in discriminatory and harassing conduct towards Plaintiff.

121. Plaintiff further alleges that PG&E DEFENDANTS knew, or should have known, that PG&E Employees Ms. Westcott, Mr. Frauenheim, and Ms. Shatara were and/or became unfit to perform the work for which they were hired. Additionally, that this unfitness created an unreasonable risk of harm to those who worked under Ms. Westcott, Mr. Frauenheim, Ms. Shatara in the course of their employment with PG&E DEFENDANTS.

122. Plaintiff alleges that the unfitness of PG&E Employees Ms. Westcott, Mr. Frauenheim and Ms. Shatara was the source of significant harm to Plaintiff. Additionally, that PG&E DEFENDANTS' negligence in their hiring, retention, training, and/or supervision of PG&E Employees Ms. Westcott, Mr. Frauenheim, and Ms. Shatara was a substantial factor in causing Plaintiff's harm.

123. As a direct, proximate, and foreseeable result of the negligence of the PG&E DEFENDANTS and DOES 1 through 25, inclusive, Plaintiff has suffered injuries, damages, and losses, including, without limitation, severe emotional distress, humiliation, economic loss, and other consequential damages.

124. Plaintiff further alleges that prior to the subject incidents, the PG&E DEFENDANTS and DOES 1 through 25, inclusive, knew or should have known of the unfitness of PG&E Employees Ms. Westcott, Mr. Frauenheim, and Ms. Shatara for their jobs, including the unreasonable risk of harm they posed to their colleagues, vis-à-vis its agents, employees, servants, representatives ,and/or joint venturers, and yet failed to take adequate steps to protect Plaintiff, from PG&E Employees Ms. Westcott, Mr. Frauenheim, and Ms. Shatara.

SEVENTH CAUSE OF ACTION
Intentional Infliction of Emotional Distress
(Against PG&E DEFENDANTS and DOES 1 through 25,
inclusive)

125. Plaintiff incorporates the allegations contained in the preceding paragraphs, as though fully set forth herein.

126. Defendants' conduct against Plaintiff, as herein alleged, was intentional and outrageous and done for the purpose of causing Plaintiff to suffer humiliation, mental anguish, and emotional and physical distress. Alternatively, Defendants' actions were conducted with reckless disregard of the probability that Plaintiff would suffer severe distress.

127. As set forth in this Complaint, Plaintiff was harmed, and Defendants' conduct was a substantial factor in causing Plaintiff's harm.

128. As a direct, proximate, and foreseeable result of Defendants' unlawful conduct, Plaintiff has suffered severe humiliation, mental anguish, and emotional and physical distress, embarrassment, anger, loss of enjoyment of life, and had been injured in mind and body, the precise amount of which will be proven at trial.

129. As a direct, proximate, and foreseeable result of Defendants' unlawful conduct, Plaintiff has lost past and future income and benefits, employment and career opportunities, and other economic loss, the precise amount of which will be proven at trial.

130. As a direct, proximate, and foreseeable result of Defendants' unlawful conduct, Plaintiff has incurred special and general damages, the precise amount of which will be proven at trial.

131. Defendants' behavior as alleged herein was willful, wanton, and malicious and was intended to oppress and cause injury to Plaintiff and, as such, Plaintiff is entitled to an award of punitive damages.

EIGHTH CAUSE OF ACTION
Negligent Infliction of Emotional Distress
(Against PG&E DEFENDANTS, and DOES 1 through 25, inclusive)

132. Plaintiff incorporates the allegations contained in the preceding paragraphs, as though fully set forth herein.

133. Plaintiff alleges that PG&E DEFENDANTS and DOES 1 through 25, inclusive, were negligent as alleged herein.

134. Plaintiff alleges that she suffered serious emotional distress.

135. Plaintiff alleges that Defendants' negligence was a substantial factor in causing Plaintiff's serious emotional distress. Emotional distress includes suffering, anguish, fright, horror, nervousness, grief, anxiety, worry, shock, humiliation, and shame. Serious emotional distress exists if an ordinary, reasonable person would be unable to cope with it.

136. As a direct, proximate, and foreseeable result of Defendants' negligence, Plaintiff has suffered injuries, damages, and losses, including, without limitation, severe emotional distress, humiliation, economic loss, and other consequential damages.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment against all Defendants and DOES 1 through 25, inclusive, and each of them, on all theories of action as follows:

1. For general damages according to proof;
2. For special damages, including but not limited to medical and incidental expenses according to proof;
3. For loss of past and future earnings and loss of earning capacity according to proof;
4. For punitive damages, as permitted by law;
5. For attorneys' fees, as permitted by law;

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Dated: December _____, 2020

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